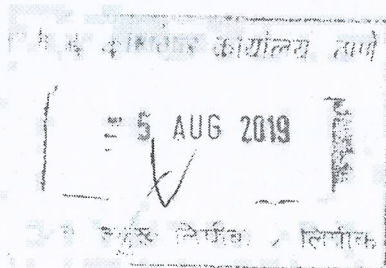




महाराष्ट्र MAHARASHTRA

2019

VL 255306



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Confidentiality Agreement") is made on the 1st day of **November, 2019** between Chembond Chemicals Limited, hereinafter referred as "Chembond" including its subsidiaries, affiliates and / or related parties having its Registered office at Chembond Centre, EL-71, MIDC, Mahape, Navi Mumbai – 400710.

and

Guru Nanak Institute of Research and Development (GNIRD) herein referred as research unit of Guru Nanak Khalsa College of Arts, science and commerce having its Registered Office at Nathalal Parekh Marg, Matunga, Mumbai – 400019, including its affiliates and / or related parties.



जीडपत्र-२ / Annexure-II

१. मुद्रक विनि नोंदणी अनु. क्रमांक/दिनांक	52722
२. कर्त्याचा प्रकार	
३. कला विदगी करणार आहेत का?	होय/नाही
४. मिळवून देणे सोडण्यात वर्णन-	Chembond Chemicals Ltd.
५. मुद्रक विकत घेणाऱ्याचे नाव व सद्दी	Chembond Centre, ET-71,
६. हल्ली असल्यास त्याचे नाव, पत्ता व सद्दी	MIDC Mahape, Navi Mumbai - 400 710.
७. दुसऱ्या पक्षाचा नाव	
८. मुद्रक शुल्क रकम	
९. परवानाधारक मुद्रक विक्रेत्याची सद्दी व परवाना क्रमांक तसेच मुद्रक विक्रेत्याची ठिकाण/पत्ता	निलेश सी. भोजने परवाना क्र. १२०१०२२, पो-२/४/०३, सेक्टर-२, वाली, नवी मुंबई-४०० १९०३
या परवानाधारक मुद्रक विक्रेत्याच्या सद्दी व परवाना क्रमांक तसेच मुद्रक विक्रेत्याची ठिकाण/पत्ता	

6 AUG 2019

8 AUG 2019

[Handwritten Signature]

WHEREAS Chembond wishes to collaborate on project entitled "Enabling Development of Technologies for Bio-manufacturing Processes." This would involve procedures like gene cloning, over-expression, clone selection for enhanced production of bio-molecules. These would be followed by bio-process section for activity, expression, purification of the products. To effectuate this, there will be an exchange of certain Confidential Information between the parties. To govern the exchange of Confidential Information for this Purpose (as defined above), Chembond and GNIRD (hereinafter individually referred to as "Party" and together as "Parties") agree to enter into this confidentiality agreement (the "Confidential Agreement").

1. Interpretation

Except as otherwise provided in this Confidentiality Agreement,

"Affiliate" means a corporation, partnership, joint venture, trust or any other legal entity or association which through a majority of shares or voting stock (at least 51%) is directly or indirectly controlling, controlled by, or under common control with, a Party.

"Related party" is a person or an entity that is related to the reporting entity:

- A person or a close member of that person's family is related to a reporting entity if that person has control, joint control, or significant influence over the entity or is a member of its key management personnel.
- An entity is related to a reporting entity if, among other circumstances, it is a parent, subsidiary, fellow subsidiary, associate, or joint venture of the reporting entity, or it is controlled, jointly controlled, or significantly influenced or managed by a person who is a related party.

"Confidential Information" means:

All non-public information of any nature disclosed or made available by one Party and/or its subsidiaries / affiliates "disclosing Party" to the other Party (the "receiving Party"), including but not limited to (a) business plans, (b) forecasts, (c) financial, commercial and operating data (d) draft agreements exchanged during the Transaction, (e) procedures, methods, technical information related to processes and/or products, (f) cost information, (g) any marketing or business-related information, and (h) site plans and layouts, whether information is written, oral, pictorial or electronic, or contained in any other form. Further, this confidentiality Agreement and the fact that discussions and negotiations between the parties pertaining to the Business Transaction are taking or have taken place, shall be considered confidential Information. Confidential Information shall also include copies, notes, abstracts and other embodiments made by the receiving party that are derived from or contain any confidential Information of the disclosing party. The disclosing party shall use reasonable efforts to mark as "Confidential" any confidential information that is disclosed in documentary or tangible form under this confidentiality Agreement. However, any failure to mark shall not affect the confidential status of confidential information.

"Effective Date" means the date of this confidentiality Agreement, effectuating the restrictions, rights and obligations under this confidentiality Agreement, for a term of one



year, unless the Project / Transaction is completed earlier, in which event such obligations shall lapse upon such completion.

"Purpose" means that unless the disclosing Party gives its express prior written consent, confidential information may be used by the receiving party solely for the purpose of evaluating, negotiating and consummating the Business transaction.

2. Confidentiality

Each Party agrees to keep the disclosing Party's confidential information strictly confidential and not publish, or otherwise disseminate it to any third party, in any manner, including by photocopy, electronic communication, or other reproduction, without prior express written consent from the disclosing party.

Each Party shall use commercially reasonable best efforts to prevent disclosure of the disclosing Party's confidential information to any third party, other than its Representatives (as defined herein). The receiving Party will use in no event less than the same degree of care to protect the disclosing Party's confidential information from unauthorized use or disclosure as it would to protect its own information of a similar nature.

Each Party shall: (i) ensure that each Representative to whom it discloses any Confidential Information in accordance with the provisions of this confidentiality Agreement is informed of the terms thereof; (ii) procure that all such Representatives are bound to the same obligations as to confidentiality and use as the Receiving Party in this Confidentiality Agreement as if individually named in its Place; and (iii) hold the disclosing party harmless from the negative consequences that it suffers as a result of any breach of those obligations by such Representatives.

3. Permitted disclosure of Confidential Information

The receiving party shall be entitled to disclose the Confidential Information without the disclosing Party's written consent to employees, officers, members and directors of the receiving Party and its Affiliates who have a clear need to know the Confidential Information for the Purpose (collectively its "Representatives"). For any other third party advisor the written consent of the disclosing Party is needed.

Prior to making any such disclosure, however, the receiving Party shall cause any and all of its Representatives to be bound by confidentiality terms at least as restrictive as set forth in this Confidentiality Agreement. The receiving Party will keep record of those of its Representatives that have received Confidential Information and be responsible for any breach of this confidentiality Agreement by its Representatives. The receiving party agrees to take at its sole expense all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure of the confidential information.

The Parties acknowledge that the Business Transaction and some or all of the confidential information may be price sensitive and that the use of that information may be regulated or prohibited by applicable legislation, including applicable securities law relating to insider dealing and market abuse.



The receiving Party may disclose the confidential Information without the disclosing party's Prior written consent and without any of the restrictions of this Confidentiality Agreement only if such information satisfies any of the following criteria:

- (a) prior to the disclosure, the information was already lawfully in the receiving party's or its Representatives' possession and it was not acquired directly or indirectly from the disclosing party under an obligation of secrecy.
- (b) the information is or becomes available to the public through no act or omission on the part of the receiving party; or
- (c) the information is independently developed by the receiving party or on its behalf without violating any of its obligations hereunder.

In the event the receiving Party or any of its Representatives receives a request to disclose all or any part of the confidential Information under the terms of a valid and effective subpoena, order or other document issued by a court, regulatory agency, authority or any governmental body of competent jurisdiction, the receiving party agrees to notify the disclosing Party immediately of the existence, terms and circumstances surrounding such a request so that it may seek an appropriate protective order and/or waive the receiving party's compliance with the provisions of this confidentiality Agreement. In the event that such protective order or other protection is denied and that receiving party or any of its Representatives are nonetheless legally compelled to disclose such information, it or its representatives, as the case may be, will furnish only that portion of the confidential information that receiving party's legal counsel advises is being required and will exercise, all commercially reasonable efforts to preserve the confidentiality of the remainder of the confidential information.

The Parties shall not use each other's name and / or its affiliates or their trademark in connection with its business except with the mutual written approval.

4. Termination and Return of confidential information

On termination of this agreement either on completion or mutual consent, the terms and conditions of this agreement shall be valid for another 3 months and binding on the receiving party. The Receiving party agrees that the disclosing Party's Confidential Information is valuable property of the disclosing Party and remains the property of the disclosing Party. Upon written demand the receiving Party shall direct its Representatives who have been permitted access to Confidential Information under the terms of this Confidentiality Agreement, to return to the disclosing Party or destroy all Confidential Information including, to the fullest extent reasonably practicable, all Confidential Information from any computer, word processor or other device containing such information. Notwithstanding the foregoing, legal counsel of the receiving Party and its Representatives may retain Confidential Information for purposes of demonstrating compliance with the terms of this Confidentiality Agreement and in order to comply with the applicable law or regulation or professional standard (to the extent to the third party representatives of either party).



5. Severability

If any provision in this confidentiality Agreement, for any reason, is invalid, illegal or unenforceable, in whole or in part, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Confidentiality Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this confidentiality agreement to effect the original intention of parties, as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the greatest extent possible.

6. Waiver

No failure or delay by either Party in exercising any right, power or privilege under this confidentiality Agreement or by law will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise. No waiver under this confidentiality Agreement is effective unless it is in writing and signed by the authorised representative(s) of both parties.

7. Arbitration

The Parties further agree that any and all disputes arising out of the terms, interpretation, validity, application, or alleged breach or termination of this Confidentiality Agreement ('Arbitrable claims') shall be exclusively, subject to arbitration. Mr. Sameer V. Shah shall be the sole arbitrator and his decision shall be final and binding on both the parties. The language to be used in the arbitral proceedings shall be English. Nothing in this paragraph, however, will affect the right of any party to serve legal process in any other manner permitted by law.

8. General

This agreement shall inure to the benefit of, and be enforceable by, parties, successors and assigns to procure that its terms are observed by any successors and assigns of parties, business or interests or any part thereof as if they had been party to this confidentiality Agreement.

This Confidentiality Agreement reflects the entire understanding and supersedes any and all prior and contemporaneous agreements (oral or written) between the parties, regarding the Purpose. The receiving Party hereby confirms that Confidential Information already received from the disclosing Party in relation to the Purpose prior to the Effective Date shall be subject to this Confidentiality Agreement. No modification or amendment of this Confidentiality Agreement shall be of any force or effect unless it (a) is in writing, (b) reflects the effective date of the modification or amendment, (c) is signed by both Parties, and (d) expressly indicates that it modifies or amends this Confidentiality Agreement.

No variation to the agreement is valid unless agreed to in writing by the parties. If any term of this agreement is invalid or illegal, the remaining terms of this agreement shall remain in full force and effect.

This confidentiality Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes that in any way relate to this confidentiality Agreement



shall be resolved solely in the Courts of Mumbai (India). Both parties submit to the exclusive jurisdiction of the courts of Mumbai (India) for the purpose of resolving such disputes.

Kindly confirm your acceptance of the terms and conditions of this confidentiality Agreement by signing and returning to the undersigned one duly signed copy, upon which this confidentiality Agreement shall constitute a legally binding and enforceable contract between the parties (provided that, for the avoidance of doubt, nothing in this agreement represents any commitment to implement the Business Transaction).

For Guru Nanak Institute of Research and Development of G N Khalsa College Arts, Science and Commerce. For Chembond Chemicals Limited

gaganjot
Name: Dr. Gaganjot Kaur
Title: Project Coordinator
Date: 1st November, 2019

Aruna Inamdar
Name: Dr. Aruna Inamdar
Title: Sr. Scientist
Date: 1st November, 2019

Witness

Witness

- Kiran Mangaonkar*
1. Dr Kiran Mangaonkar (Principal)
Gorinder Singh
2. Gorinder Singh (LMC)

- Suchita Singh*
1. Suchita Singh
Sachin Bhanushali
2. Sachin Bhanushali

